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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JEFFREY MAJDALI, an individual,  
Plaintiffs,

v.

CHILDREN'S HOSPITAL OF  
ORANGE COUNTY, and DOES 1-10,  
inclusive  
Defendant.

Case No. 8:23-cv-01813-JWH-DFM

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4  
5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve the exchange of sensitive personal and private  
7 information, including personnel records and, potentially, other categories of  
8 sensitive and private information—including information that is privileged or  
9 otherwise protected from disclosure under state or federal statutes, court rules, case  
10 decisions, or common law. Additionally, document requests have been propounded  
11 to which other categories of sensitive and private information—including  
12 information that is privileged or otherwise protected from disclosure under state or  
13 federal statutes, court rules, case decisions, or common law—may be responsive. In  
14 entering into this stipulation, neither party is waiving its objections to the production  
15 of documents or service of information based on privilege, confidentiality, or trade  
16 secret protections. However, the parties do agree that, while the scope of  
17 discoverable information is still in dispute, to expedite the flow of information, to  
18 facilitate the prompt resolution of disputes over confidentiality of discovery  
19 materials, to adequately protect information the parties are entitled to keep  
20 confidential, to ensure that the parties are permitted reasonable necessary uses of  
21 such material in preparation for and in the conduct of trial, to address their handling  
22 at the end of the litigation, and serve the ends of justice, a protective order for such  
23 information is justified in this matter. It is the intent of the parties that information  
24 will not be designated as confidential for tactical reasons and that nothing be so  
25 designated without a good faith belief that it has been maintained in a confidential,  
26 non-public manner, and there is good cause why it should not be part of the public  
27 record of this case.

2. DEFINITIONS

2.1 Action: the lawsuit currently identified as *Jeffrey Majdali v. Children's Hospital of Orange County et al*, Case No. 8:23-cv-01813-JWF-DFM.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action. 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf

1 of that party or are affiliated with a law firm which has appeared on behalf of that  
2 party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16  
17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or  
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material. Any  
23 use of Protected Material at trial shall be governed by the orders of the trial judge.  
24 This Order does not govern the use of Protected Material at trial.

25  
26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
3 or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

7  
8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection under  
11 this Order must take care to limit any such designation to specific material that  
12 qualifies under the appropriate standards. The Designating Party must designate for  
13 protection only those parts of material, documents, items, or oral or written  
14 communications that qualify so that other portions of the material, documents,  
15 items, or communications for which protection is not warranted are not swept  
16 unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations  
18 that are shown to be clearly unjustified or that have been made for an improper  
19 purpose (e.g., to unnecessarily encumber the case development process or to impose  
20 unnecessary expenses and burdens on other parties) may expose the Designating  
21 Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it  
23 designated for protection do not qualify for protection, that Designating Party must  
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
26 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
28 under this Order must be clearly so designated before the material is disclosed or

1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic  
4 documents, but excluding transcripts of depositions or other pretrial or trial  
5 proceedings), that the Producing Party affix at a minimum, the legend  
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
7 contains protected material. If only a portion or portions of the material on a page  
8 qualifies for protection, the Producing Party also must clearly identify the protected  
9 portion(s) (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection  
11 need not designate them for protection until after the inspecting Party has indicated  
12 which documents it would like copied and produced. During the inspection and  
13 before the designation, all of the material made available for inspection shall be  
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
15 documents it wants copied and produced, the Producing Party must determine which  
16 documents, or portions thereof, qualify for protection under this Order. Then, before  
17 producing the specified documents, the Producing Party must affix the  
18 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
19 portion or portions of the material on a page qualifies for protection, the Producing  
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
21 markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify the  
23 Disclosure or Discovery Material on the record, before the close of the deposition all  
24 protected testimony.

25 (c) for information produced in some form other than documentary and for  
26 any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information is stored the legend  
28 “CONFIDENTIAL.” If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected  
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9  
10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 et seq. 6.3 The burden of persuasion in any  
16 such challenge proceeding shall be on the Designating Party. Frivolous challenges,  
17 and those made for an improper purpose (e.g., to harass or impose unnecessary  
18 expenses and burdens on other parties) may expose the Challenging Party to  
19 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality  
20 designation, all parties shall continue to afford the material in question the level of  
21 protection to which it is entitled under the Producing Party's designation until the  
22 Court rules on the challenge.

23  
24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a  
2 Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
4 Party at a location and in a secure manner that ensures that access is limited to the  
5 persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving  
8 Party may disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional  
20 Vendors to whom disclosure is reasonably necessary for this Action and who have  
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
27 not be permitted to keep any confidential information unless they sign the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone except  
4 as permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.  
7

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall  
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to  
16 issue in the other litigation that some or all of the material covered by the subpoena  
17 or order is subject to this Protective Order. Such notification shall include a copy of  
18 this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued  
20 by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this  
23 action as “CONFIDENTIAL” before a determination by the court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action  
28 to disobey a lawful directive from another court.

1           9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 2 PRODUCED IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a Non-  
 4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 5 produced by Non-Parties in connection with this litigation is protected by the  
 6 remedies and relief provided by this Order. Nothing in these provisions should be  
 7 construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to  
 9 produce a Non-Party’s confidential information in its possession, and the Party is  
 10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 11 confidential information, then the Party shall:

12                 (1) promptly notify in writing the Requesting Party and the Non-Party  
 13 that some or all of the information requested is subject to a confidentiality  
 14 agreement with a Non-Party;

15                 (2) promptly provide the Non-Party with a copy of the Stipulated  
 16 Protective Order in this Action, the relevant discovery request(s), and a  
 17 reasonably specific description of the information requested; and

18                 (3) make the information requested available for inspection by the Non-  
 19 Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within 14  
 21 days of receiving the notice and accompanying information, the Receiving Party  
 22 may produce the Non-Party’s confidential information responsive to the discovery  
 23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
 24 not produce any information in its possession or control that is subject to the  
 25 confidentiality agreement with the Non-Party before a determination by the court.  
 26 Absent a court order to the contrary, the Non-Party shall bear the burden and  
 27 expense of seeking protection in this court of its Protected Material.  
 28

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4       12.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the  
7 specific Protected Material at issue. If a Party's request to file Protected Material  
8 under seal is denied by the court, then the Receiving Party may file the information  
9 in the public record unless otherwise instructed by the court.

10  
11 13. FINAL DISPOSITION

12       After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must return  
14 all Protected Material to the Producing Party or destroy such material. As used in  
15 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
16 summaries, and any other format reproducing or capturing any of the Protected  
17 Material. Whether the Protected Material is returned or destroyed, the Receiving  
18 Party must submit a written certification to the Producing Party (and, if not the same  
19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
20 (by category, where appropriate) all the Protected Material that was returned or  
21 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
22 abstracts, compilations, summaries or any other format reproducing or capturing any  
23 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
26 reports, attorney work product, and consultant and expert work product, even if such  
27 materials contain Protected Material. Any such archival copies that contain or  
28 constitute Protected Material remain subject to this Protective Order as set forth in

1 Section 4 (DURATION).

2  
3 14. Any violation of this Order may be punished by any and all appropriate  
4 measures including, without limitation, contempt proceedings and/or monetary  
5 sanctions. IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD  
6

7 DATED: June 11, 2024

8 SCHONBRUN SEPLOW HARRIS  
9 HOFFMAN & ZELDES LLP

10  
11 By: 

12 Wilmer J. Harris

13 Emily C. Barbour

14 *Attorneys for Plaintiff*

15 DATED: June 5, 2024

16 GODES & PREIS LLP

17  
18 By: /s/ Benjamin Reynolds

19 Benjamin Reynolds

20 *Attorney for Defendant*

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22  
23 DATED: June 10, 2024

24 

25 DOUGLAS F. MCCORMICK

26 UNITED STATES MAGISTRATE JUDGE  
27  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order  
 that was issued by the United States District Court for the Central District of  
 California on \_\_\_\_\_ [date] in the case of ***Jeffrey Majdali v. Children's  
 Hospital of Orange County et al, 8:23-cv-01813-JWF-DFM.***

I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject  
 to this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order. I further agree to submit to the jurisdiction of the  
 United States District Court for the Central District of California for the purpose of  
 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
 proceedings occur after termination of this action. I hereby appoint  
 \_\_\_\_\_ [full name] of  
 \_\_\_\_\_  
 [full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_